

**INTER-GOVERNMENTAL SERVICE AGREEMENT**

BETWEEN THE

UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
WASHINGTON, DC

AND

WILLIAMSON COUNTY, TEXAS

This Agreement is entered into between United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", and Williamson County, Texas, hereinafter referred to as the "PROVIDER" for the detention and care of aliens (thereafter referred to as "DETAINEES").

**FACILITY LOCATION:**

The PROVIDER shall provide detention services for detainees at the following institutions:

T. Don Hutto Correctional Center  
1001 Welch Street  
Taylor, Texas 96574

Williamson County Jail  
508 S. Rock Street  
Georgetown, Texas 78626

**PERFORMANCE:**

The PROVIDER is required, in units housing ICE detainees, to perform in accordance with the most current editions of the Reviewers Guide which contains Standards of Performance, ICE Detention Requirements, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

**PERIOD OF PERFORMANCE:**

This Agreement shall become effective upon the date of final signature by ICE and the PROVIDER remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written of intentions to terminate the agreement, 120 days in advance of the effective date of formal termination.

**PAYMENT RATE:**

**Per Diem Rate by # of Beds:**

**1 - 450 \$68.75**

**451-600 \$28.75**

In consideration for the PROVIDER'S performance under the Terms and Conditions of this Agreement, ICE shall make payment to the PROVIDER for each detainee accepted and housed by the PROVIDER. This rate is the per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.

The PROVIDER shall not charge for costs, which are not directly related to the housing and detention of detainees. Such costs include, but are not limited to:

- A) Salaries of elected officials.
- B) Salaries of employees not directly engaged in the housing and detention of detainees.
- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.
- F) Interest on borrowing (however represented), bond discounts, cost(s) of financing/refinancing, and legal or professional fees.

**MODIFICATION:**

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

**TRANSPORTATION SERVICES:**

1. The PROVIDER provide all such air/ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services the PROVIDER shall assign the employees to supplement security duties within the facility or on-call duties to assist

ICE as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. On-call duties as directed by the COTR utilizing these officers shall not incur any additional expense to the government.

2. The PROVIDER shall assign at least five (5) two person teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period Monday through Friday excluding Holidays. On weekends and holidays, the PROVIDER shall provide at least three (3) two person teams of transportation officers throughout a twenty-four (24) hour period on weekends and holidays. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.
3. The PROVIDER shall furnish a minimum of four (4) vehicles in good repair and suitable, approved by the government, to safely provide the required transportation service. At least one of the vehicles must have the capacity of either forty-eight (48) or forty (40) passengers and the other vehicles must have a capacity of at least twelve (12) passengers. Nothing in this agreement shall restrict the PROVIDER from acquiring additional vehicles as deemed necessary by the PROVIDER at no cost to the Government. The PROVIDER shall not allow employees to use their privately owned vehicles to transport detainees. The PROVIDER shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The PROVIDER shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation.
4. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the PROVIDER shall be reimbursed related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The PROVIDER shall comply with ICE transportation standards related to the number of hours the PROVIDER employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
5. The transportation shall be accomplished in the most economical manner.
6. The PROVIDER personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those PROVIDER personnel are provided for in the other areas of this agreement.
7. During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.

8. The PROVIDER shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The PROVIDER shall then transport the detainee to the detention site.
9. The COTR may direct the PROVIDER to transport detainees to unspecified, miscellaneous locations.
10. When the COTR provides documents to the PROVIDER concerning the detainee(s) to be transported and/or escorted, the PROVIDER shall deliver these documents only to the named authorized recipients. The PROVIDER shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
11. The PROVIDER shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

#### GUARD SERVICES:

The PROVIDER agrees to provide stationary guard services as requested or required for detainees attending off site court proceedings or who are committed to a medical facility. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the PROVIDER under their policies, procedure and practices. The PROVIDER agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded. ICE agrees to reimburse the PROVIDER for actual stationary guard services provided at the rate of \$18.75 per hour.

#### MEDICAL SERVICES:

In the event of an emergency, the PROVIDER shall proceed immediately with necessary medical treatment. In such event, the PROVIDER shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.

The PROVIDER agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

The PROVIDER agrees to provide ICE detainees with the same level of medical care and services as provided non-ICE detainees as part of the per manday per manday per diem rate. This rate includes:

- On-site sick call (when provided by on site staff);

- Medication (over the counter/non-legend and routine drugs and medical supplies);
- Escort/security services for transport to/from emergency or non-emergency health care services as either an in-patient or outpatient.

When specifically requested by ICE, the PROVIDER agrees to arrange for and/or provide non-emergency ambulance transportation service to transport detainees from one off-site medical care facility to another. ICE agrees to provide reimbursement, over and above the per manday per diem rate, to the PROVIDER for such ambulance transportation services when the costs are included with the regular monthly billing for detention services.

The PROVIDER further agrees to include all costs associated with hospital or health care services specifically provided to any detainees both inside and outside the facility, with regular monthly billing to ICE for detention services. The PROVIDER arranges for the health care facility, consultant, health care provider, and other health care vendor/suppliers to invoice the PROVIDER for services provided at rates no greater than those applicable for non-ICE detainees in the custody of the PROVIDER. ICE shall include payment for hospital/health care services provided along with the monthly payment for detention services.

The PROVIDER shall submit invoices for hospital and health care services to ICE within sixty (60) days after the services were rendered. In addition, the following documentation must be provided in order to support ICE payments of these costs:

- 1) Health Care Facility invoice with discharge summary attached which includes diagnosis, treatment, prognosis, and follow-up needed;
- 2) Health Care Provider invoice with note attached which included diagnosis, treatment, and follow-up needed;
- 3) Health Care Vendors/Supplies invoice with name of ICE detainee(s) and list of services/supplies rendered.

The PROVIDER shall also notify the designated contact person at the local ICE office, when any reimbursable medical care is provided to a detainee, in accordance with procedures to be established and mutually agreed upon. Notification must be made in advance of treatment other than in emergency situations.

#### RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

The PROVIDER agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with PROVIDER policies and procedures.

ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

**INSPECTION:**

The PROVIDER agrees to allow periodic inspections of the facility by ICE inspectors. Findings will be shared with facility administrators in order to promote improvements to facility operations or conditions of detainment.

**BILLING PROCEDURE:**

(A) Invoices - Invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used.

(B) Invoices Submission -

**U.S. Immigration and Customs Enforcement**

8940 Four Winds Drive

San Antonio, TX 78239

Attn: (b)(6);(b)(7)(C)

(210) 707-7235 Fax

(C) Payment - Payments will be made to the PROVIDER after receipt of a complete invoice, which shall contain a remittance address. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the County of Williamson, Texas and U.S. Immigration and Customs Enforcement.

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

(b)(6);(b)(7)(C)

Contracting Officer

(b)(6);(b)(7)(C)

Date: 12/20/05

**ACCEPTED:**

*John C. Doerfler*

County of Williamson, Texas

John Doerfler, County Judge

By:

*John C. Doerfler*

Date:

12-20-05

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U.S. Immigration and Customs Enforcement  
8940 Four Winds Drive  
San Antonio, TX 78239  
Attn: (b)(6);(b)(7)(C)  
(210) 967- (b)(6);(b)(7)(C) (210) 967-7235 Fax

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ACCEPTED:

U.S. Immigration and Customs Enforcement

(b)(6);(b)(7)(C)

Contracting Officer

(b)(6);(b)(7)(C)

Date: 12/20/05

ACCEPTED:

John C. Doerfler

County of Williamson, Texas

John Doerfler, County Judge

By:

John C. Doerfler

Date:

12/20/05